## IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA NORTHERN DIVISION

NATIONAL TRUST	)
INSURANCE COMPANY,	
Plaintiff,	)
V.	) ) )
WESTOVER PLANTING	) CASE NO. 2:22-cv-00465-RAH
COMPANY, et al.,	)
Defendants.	

## **FINAL JUDGMENT**

In accordance with the prior proceedings, opinion, and orders of the Court, it is **ORDERED**, **ADJUDGED**, and **DECREED** as follows:

- 1. Plaintiff National Trust Insurance Company's Motion for Summary Judgment (Doc. 33) is **DENIED**.
- 2. Defendant Flint Equipment Company, Inc.'s Motion for Summary Judgment (Doc. 34) is **GRANTED**.
- 3. Defendant Westover Planting Company's Motion for Summary Judgment (Doc. 35) is **GRANTED**.
- 4. Judgment is entered against Plaintiff National Trust Insurance Company and in favor of Defendants Westover Planting Company and Flint Equipment Company, Inc. on the parties' respective declaratory judgment claims concerning the applicability of and coverage under **Section I**, **Coverage E(A)(1)(j)**

of the NTIC insurance policy. As such, the 2016 cotton picker is found to be subject to and covered under **Section I**, **Coverage E(A)(1)(j)** of the insurance policy for the subject fire loss.

- 5. Judgment is entered against Plaintiff National Trust Insurance Company and in favor of Defendant Westover Planting Company on Westover Planting Company's breach of contract claim in the amount of \$463,356.
- 6. All other claims and requests for relief are hereby denied and dismissed as moot.
  - 7. Costs are taxed against the Plaintiff.
- 8. The Clerk of the Court is **DIRECTED** to enter this document on the civil docket as a final judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure.

**DONE** on this the 6th day of December 2023.

R. AUSTIN UFFAKER, JR.

UNITED STATES DISTRICT JUDGE